

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

MEETING DATE: ^{12/21/05}~~11/16/05~~

BULK ITEM: YES

DIVISION: COUNTY ADMINISTRATOR

DEPARTMENT: AIRPORTS

STAFF CONTACT PERSON: Peter Horton

AGENDA ITEM WORDING: Approval of agreement with Republic Parking System, Inc. for Parking Lot Management for the Key West International Airport.

ITEM BACKGROUND: The current agreement expired October 31, 2005.

PREVIOUS RELEVANT BOCC ACTION: Approval for Republic to continue Parking Lot Management on a month to month basis pending a new agreement, October 19, 2005. Approval of Republic Parking System operating budget for November 2005 through October 2006, October 19, 2005. Approval of Parking Lot Extension Agreement May 15, 2002

CONTRACT/AGREEMENT CHANGES: Extends expiration date to October 30, 2008.

STAFF RECOMMENDATION: Approval

TOTAL COST: \$134,787.00 - FY 2006.

BUDGETED: Yes

COST TO AIRPORT: \$134,787.00
COST TO PFC: None
COST TO COUNTY: None

SOURCE OF FUNDS: Airport Operating

REVENUE PRODUCING: Yes

AMOUNT PER YEAR: ~ \$219,900.00 – FY 2005

APPROVED BY: County Attorney X OMB/Purchasing X Risk Management X

AIRPORT DIRECTOR APPROVAL _____



Peter J. Horton

DOCUMENTATION: Included X

Not Required

AGENDA ITEM # _____

DISPOSITION: _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Republic Parking System, Inc.

Effective Date: 11/1/05

Expiration Date: 10/30/08

Contract Purpose/Description: Parking Lot Management for the Key West International Airport.

Contract Manager: Bevette Moore
(name)

5195
(Ext.)

Airports - Stop # 5
(Department/ Stop)

for BOCC meeting on: 11/16/05

Agenda Deadline: 11/1/05

CONTRACT COSTS

Total Dollar Value of Contract: \$134,787.00, year

Current Year Portion: \$134,787.00

Budgeted? Yes

Account Codes: 404-63001-530-340

Grant: No

County Match: n/a

ADDITIONAL COSTS

Estimated Ongoing Costs: n/a
(not included in dollar value above)

For: .
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed Yes No	Reviewer	Date Out
Airports Director	<u>10 / 11 / 02</u>	() (X)	<u>PJH</u> Peter Horton	<u>10 / 19 / 02</u>
Risk Management	<u>10 / 12 / 03</u>	() (✓)	<u>M. Slomkowski</u> for Risk Management	<u>10 / 12 / 05</u>
O.M.B./Purchasing	<u>10 / 13 / 05</u>	() ()	<u>Salvatore Supella</u> for OMB	<u>10 / 13 / 05</u>
County Attorney	<u> / / </u>	() ()	<u>Pedro Mercado</u> County Attorney	<u> / / </u>

Comments: _____

**LEASE EXTENSION AGREEMENT
PARKING LOT
REPUBLIC PARKING SYSTEM, INC.**

THIS LEASE EXTENSION agreement is entered into by and between Monroe County, a political subdivision of the State of Florida, owner of Key West International Airport, hereafter Owner, and James C. Berry d/b/a Republic Parking System, 1600 Republic Centre, Chattanooga, TN 37450, hereafter Operator.

WHEREAS, on 3rd day of November, 1992, the parties entered into a parking lot management agreement for the operation of a commercial parking lot at Key West International Airport which was amended in 1993 and renewed and further amended in 1995 and 1997, collectively the original lease copies of which are attached to this extension agreement and made a part of it; and,

WHEREAS, the original lease agreement has been mutually beneficial to both parties; and

WHEREAS, the lease extension expires on October 31, 2005 but the parties desire to extend the original agreement an additional 3 years; now, therefore,

IN CONSIDERATION of the mutual promises and benefits set forth below, the parties agree as follows:

1. The term of the original lease is hereby extended through October 30, 2008.
2. In all other respects the terms and conditions of the original lease remain in full force and effect.
3. This lease extension will take effect on the signature date of the last party to execute this lease extension agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

TEST: DANNY L. KOLHAGE, CLERK

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Dixie Spehar, Mayor

REPUBLIC PARKING SYSTEM, INC.

By Chris J. Harfey
Title EXECUTIVE VICE-PRESIDENT

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Pedro J. Mercado
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY

**LEASE EXTENSION AGREEMENT
PARKING LOT
REPUBLIC PARKING SYSTEM, INC.**

THIS LEASE EXTENSION agreement is to a lease for the operation of a commercial parking lot at Key West International Airport that originally commenced on November 3, 1992, and amended in 1993, 1995 and 1999, collectively the original lease copies of which are attached and made a part of this extension agreement, and is entered into by and between Monroe County, a political subdivision of the State of Florida, Owner of KWIA, hereafter Owner, whose address is 3491 South Roosevelt Blvd, Key West, FL 33040 and James C. Berry d/b/a Republic Parking System, 1600 Republic Centre, Chattanooga, TN 37450, hereafter Operator.

WHEREAS, the original lease agreement has been mutually beneficial to both parties; and

WHEREAS, the Owner and Operator desire to extend the lease for an additional three terms; now, therefore,

IN CONSIDERATION of the mutual promises and benefits set forth below, the parties agree as follows:

1. The term of the original lease is hereby extended through October 31, 2005.
2. In all other respects the terms and conditions of the original lease remain in full force and effect.
3. This lease extension will take effect on the signature date of the last party to execute this lease extension agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK


By 
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By 
Mayor/Chairperson

By 
Title EXECUTIVE VICE PRESIDENT

REPUBLIC PARKING SYSTEM, INC.

By 
Title VICE CHAIRMAN

jdairrepublicX

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 
ROBERT
DATE 3-26-05

**GRANT OF ADDITIONAL THREE-YEAR OPTION TO REPUBLIC
PARKING SYSTEM FOR THE PARKING LOT MANAGEMENT
AGREEMENT AT KEY WEST INTERNATIONAL AIRPORT**

THIS OPTION AGREEMENT is entered into by and between the Board of County Commissioners of Monroe County, Florida, the owner of Key West International Airport (the Owner) and James c. Berry d/b/a Republic Parking System, having its office and principal place of business at 1600 Republic Centre, Chattanooga, Tennessee 37450 (the Operator).

WHEREAS, the Owner and the Operator entered into an original parking lot management agreement for Key West International Airport (KWIA) that commenced on November 3, 1992, was amended on September 29, 1993, and was renewed for two additional two-year terms beginning on November 1, 1995 and ending on October 31, 1999;

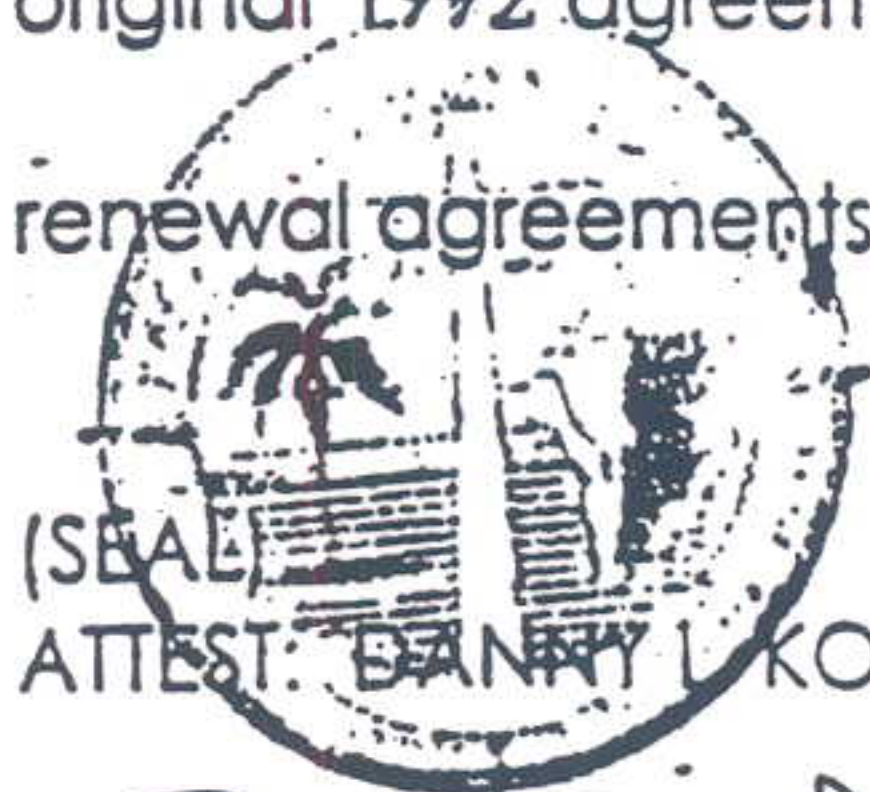
WHEREAS, the 1992 agreement, as amended in 1993 and renewed and further amended in 1995 and 1997, has been mutually beneficial and profitable to both parties; and

WHEREAS, it is in the mutual interest of both parties that the Operator be granted a three-year option to renew the agreement when the present term expires in 1999; now, therefore,

IN CONSIDERATION of the mutual covenants set forth and for good and valuable consideration that the parties expressly acknowledge receiving, the parties agree as follows:

1.) The Owner grants to the Operator a three-year option term beginning at the end of the present renewal term (October 31, 1999). To exercise the option, the Operator must notify the Owner in the manner provided in sec. 1.02 of the original 1992 agreement.

2.) During the three-year option term authorized in this option grant, the original 1992 agreement, as amended in 1993 and as amended in the 1995 and 1997 renewal agreements, will be and remain in full force and effect.



(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

By Ruth Infantzen
Deputy Clerk

Date: 4/14/99

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By William H. Harvey
Mayor/Chairman

(Corporate Seal)
ATTEST:

By Michelle L. Locke
Secretary

Date: 3/8/99

By L. H. Marshall
REPUBLIC PARKING SYSTEM

pcon/republic.doc

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By Robert N. Wolfe
ROBERT N. WOLFE
County Attorney's Office

DATE: 2-19-99

**RENEWAL OF THE PARKING LOT MANAGEMENT AGREEMENT
FOR KEY WEST INTERNATIONAL AIRPORT**

THIS RENEWAL AGREEMENT is entered into by and between the Board of County Commissioners of Monroe County, Florida, the owner of Key West International Airport (the Owner), and James C. Berry d/b/a Republic Parking System, having its office and principal place of business at 1600 Republic Centre, Chattanooga, Tennessee 37450 (the Operator).

WHEREAS, the Owner and the Operator entered into an original parking lot management agreement for Key West International Airport (KWIA) that commenced on November 3, 1992 and will end on October 31, 1995; and

WHEREAS, para. 1.02 of that agreement, among other things, authorizes the Operator to renew the agreement for an additional two-year period if the Operator notifies the Owner not less than 180 days prior to October 31, 1995 of the Operator's intent to renew; and

WHEREAS, the Operator failed to timely notify the Owner of the Operator's intent to renew; and

WHEREAS, the Owner desires to waive the Operator's failure to provide timely notice of intent to renew but also desires to alter the insurance requirements and update the description of the parking lot facilities described in the original agreement; now, therefore,

IN CONSIDERATION of the mutual covenants and promises set forth and for good and valuable consideration that the parties expressly acknowledge receiving, the parties agree as follows:

1. The County waives the failure of the operator to timely request a renewal of the original agreement.

2. The parties hereby agree to renewal of the original agreement, as amended on September 29, 1993, for an additional two-year term beginning on November 1, 1995 and ending on October 31, 1997. All the terms, duties and obligations of the original agreement as amended will remain in full force and effect during the renewal period except:

a.) The map depicting the parking facilities (Exhibit A in the original agreement) is superseded and substituted by a new Exhibit A which is attached to this renewal agreement and made a part of it.

b.) The Operator's insurance requirements set forth in paragraphs 8.02 and 8.03 of the original agreement are substituted and superseded by the insurance requirements set forth in Exhibit B. Exhibit B is attached to this renewal agreement and made a part of it.

3. This renewal agreement will become binding on the parties on the date of the signature of the last party to sign.

IN WITNESS WHEREOF, each part has caused this agreement to be executed by its duly authorized representative.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By Ruth Ann Jantzen
Deputy Clerk

Date: 10/18/95

(CORPORATE SEAL)

ATTEST: Eileen A. Turner

Asst. Secretary

Date: 12-15-95

BOARD OF COUNTY COMMISSIONERS

By Shirley Freeman
Mayor/Chairman

By [Signature]
Republic Parking System

ADDENDUM TO MANAGEMENT AGREEMENT

THIS ADDENDUM to the original Management Agreement, dated October 27, 1992, is hereby made and entered into this 29th day of September, 1993, by and between the Board of County Commissioners of Monroe County, Florida, "Owner," and James C. Berry, d/b/a/ Republic Parking System, whose address is 1600 Republic Centre, Chattanooga, TN 37450, the "Operator," is hereby amended as follows:

ARTICLE IV

REIMBURSEMENT AND COMPENSATION TO OPERATOR

4.01 Management Fee. The Owner shall pay the Operator a Management fee of \$950 per month, payable on the first day of the month in advance. In addition, the Owner shall pay the Operator a monthly fee of \$200 for data processing simultaneously with the Management fee. Exhibit "D" to the original Management Agreement shall be altered to exclude the yearly \$2,400 data processing charge from (2) Operating Budget to (1) Management fee.

In all other respects, the original Management Agreement shall in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the day and year first above written.

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

By Isabel C. De Santis
Deputy Clerk

(CORPORATE SEAL)

Attest:

By Matthew Cant
Secretary
airiiparking

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By [Signature]
Mayor/Chairman

REPUBLIC PARKING SYSTEM

By [Signature]
James C. Berry, President

from Republic is attached

**GRANT OF ADDITIONAL TWO-YEAR OPTION TO REPUBLIC
PARKING SYSTEM FOR THE PARKING LOT MANAGEMENT
AGREEMENT AT KEY WEST INTERNATIONAL AIRPORT**

THIS OPTION AGREEMENT is entered into by and between the Board of County Commissioners of Monroe County, Florida, the owner of Key West International Airport (the Owner) and James c. Berry d/b/a Republic Parking System, having its office and principal place of business at 1600 Republic Centre, Chattanooga, Tennessee 37450 (the Operator).

WHEREAS, the Owner and the Operator entered into an original parking lot management agreement for Key West International Airport (KWIA) that commenced on November 3, 1992, was amended on September 29, 1993, and was renewed for another two-year term beginning on November 1, 1995 that ends on October 31, 1997 with additional amendments;

WHEREAS, the 1992 agreement, as amended in 1993 and renewed and further amended in 1995, has been mutually beneficial and profitable to both parties; and

WHEREAS, it is in the mutual interest of both parties that the Operator be granted a two-year option to renew the agreement when the present term expires in 1997; now, therefore,

IN CONSIDERATION of the mutual covenants set forth and for good and valuable consideration that the parties expressly acknowledge receiving, the parties agree as follows:

1.) The Owner grants to the Operator a two-year option term beginning at the end of the present renewal term (October 31, 1997). To exercise the option, the Operator must notify the Owner in the manner provided in sec. 1.02 of the original 1992 agreement.

2.) During the two-year option term authorized in this option grant, the original 1992 agreement as amended in 1993 and as amended in the 1995 renewal agreement will be and remain in full force and effect.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By Ruth G. Jantzen
Deputy Clerk

Date: 1/17/96

BOARD OF COUNTY COMMISSIONERS,
OF MONROE COUNTY, FLORIDA

By Shirley Freeman
Mayor/Chairman

(Corporate Seal)

ATTEST:

By Eileen A. Turner
Secretary

Date: December 4, 1995

By [Signature]
REPUBLIC PARKING SYSTEM

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APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By [Signature]
ROBERT N. WOLFE
County Attorney's Office

DATE: 11-22-95

MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 27th day of October, 1992, by and between the Board of County Commissioners of Monroe County, Florida acting on behalf of Key West International Airport, (hereinafter referred to as "Owner"), and James C. Berry d/b/a Republic Parking System, having its office and principal place of business at 1600 Republic Centre, Chattanooga, Tennessee 37450, (hereinafter referred to as the "Operator").

WITNESSETH

WHEREAS, Owner owns and operates the Key West International Airport (hereinafter referred to as the "Airport"); and

WHEREAS, Operator is engaged in the business of operating public parking facilities; and

WHEREAS, Operator was selected to operate certain parking facilities at the Airport; and

WHEREAS, Operator has indicated a willingness and demonstrated the ability to properly operate and manage said Airport parking facilities in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions.

ARTICLE I

TERM OF AGREEMENT

1.01 Term. The initial term of this Agreement shall be three (3) years commencing on the 3rd day of November, 1992 (Commencement Date) and terminating at Midnight on the 31st day of October, 1995.

1.02 Option. Provided Operator has fulfilled all conditions of this Agreement, Operator shall have the option to renew this Agreement for a single two (2) year option period beginning at the end of the initial term. In the event Operator exercises its right to renew, it shall so notify Owner by providing written notice to Owner not less than one hundred eighty (180) days prior to the scheduled termination date of the initial term. Such notice shall include any Operator requested modifications to terms and conditions, if any, of this Management Agreement. Failure of the Owner to respond to the Operator within sixty (60) days shall automatically constitute acceptance of the renewal modifications.

ARTICLE II FACILITIES AND OPERATIONS

2.01 Description of Privileges, Uses and Rights. Owner hereby makes available to the Operator for management and operation:

All paid public vehicle parking facilities serving Key West International Airport, located within the terminal building area, upon terms and conditions hereinafter set forth.

Except as expressly set forth, nothing herein contained shall be construed to grant to Operator the right to use any space or area improved or unimproved which is exclusively leased to a third party, or which Owner has not granted herein.

2.02 Description of Facilities. The Facilities shall encompass the vehicle parking areas serving the main terminal, exit booths, control devices, entrances, exits, and other improvements, including the Long Term and Metered Parking Lots as more particularly described on Exhibit "A" dated _____, attached hereto and made a part hereof.

In the event Owner, prior to termination of the Agreement or any renewal thereof, shall vacate, move, re-establish, or materially alter the entrance to the Terminal Building or Airport grounds, or take any other action resulting in the necessity of a new parking lot and the relocation of parking equipment and cashier booths, or should the Airport Terminal Building or airport runways be relocated to an area other than immediately adjacent to the now-existing Terminal Building resulting in the necessity of a new parking lot area, then in such event, Owner shall provide Operator a comparable parking facility with all parking equipment and cashier booths relocated at no cost to Operator.

2.03 Improvements Installed. Operator agrees to make the improvements and installations as outlined on Exhibit "B" attached hereto. This will include all installation of new equipment including but not limited to automatic ticket dispensers, automatic gates, fee computer, control booth, and parking meters. Title to any and all equipment and improvements as defined in Exhibit "B" shall vest in Owner upon installation and completion. Operator shall not pay any ad valorem taxes which may be addressed against the demised premises or improvements thereon.

ARTICLE III

GROSS REVENUES AND REPORTS

3.01 General. Monies payable by Operator to Owner shall include, all parking fees inclusive of sales tax, if any. Dishonored checks, uncollectible or uncollected fees and other bad debts shall not be included in Gross Revenues, provided that such transactions were processed utilizing procedures accepted and approved by the Owner. Monies which might be otherwise due from stolen vehicles or vehicles abandoned in the Facilities shall not be included in Gross Revenues, except to the extent monies are actually collected. Operator may accept personal checks or credit cards for payment under such terms and conditions as may be approved by Owner for handling such payments.

3.02 Deposits. As soon as practical, but no later than the next banking day following receipt of any Gross Revenues hereunder, the Operator shall cause to have deposited said Gross Revenues in an account of and to the credit of the Owner. It shall be considered that the Owner has come into possession of the Gross Revenue only when the Owner has received the duplicate deposit slip, properly certified by a cashier or officer of the depository bank.

3.03 Reports. Operator shall provide Owner, in a form and detail satisfactory to Owner, the following reports including but not necessarily limited to:

- A. Daily report of Gross Revenues and the duplicate deposit slip.
- B. Monthly activity and Gross Revenue summaries.

3.04 Accounting Records. Operator shall keep, throughout the entire term of this Agreement or any extension thereof, all books of account records customarily used in this type of operation, and as from time to time may be required by Owner. Such books of accounts and records shall be retained and available for such period of time as provided herein unless otherwise approved by the Owner. The Owner, at all times, throughout the term of this Agreement or any extension thereof, shall have the right to audit and examine during normal working hours all such records and books of account relating to the Operator's operation hereunder, provided that the Operator shall not be required to retain such books of account and records for more than one (1) year after the end of each year of this Agreement.

3.05 Budget. Operator shall prepare and submit to the Owner for review and approval an overall annual operating budget, listing all anticipated reimbursable costs required for the first year. Thereafter, annually, no later than 30 days prior to each year of the Agreement, Operator shall submit a new annual operating budget for review and approval by the Owner. The approved annual operating budget may be increased or decreased by the Owner from time to time, but only if and to the extent that the Owner, in its reasonable discretion, deems such revisions necessary and appropriate under this Agreement.

The costs of bonds and insurance, specifically required pursuant to this Agreement, and any expense for deductible loss sustained by the Operator where such insurance policy includes a deductible limit approved by the Owner are reimbursable. The Owner shall approve all of the expenses contained in the budget. Only expenses approved by the Owner as set forth in the budget approved by the Owner, may be reimbursed to the Operator by the Owner.

Notwithstanding the foregoing, unless Operator is notified in writing by the Owner that the operating expense associated with the purchase or performance of certain goods or services will be incurred by the Owner, all operating expenses shall be reimbursed by Owner to Operator at Operator's cost, plus sales tax, if any, in accordance with Article 4.02 herein below.

ARTICLE IV
REIMBURSEMENT AND COMPENSATION
TO OPERATOR

(See 1st year operating Pro Forma "Exhibit" D)

4.01 Management Fee. The Owner shall pay the Operator a Management Fee of \$950.00 per month, payable on the 1st day of the month in advance.

In addition to the Management Fee, beginning November 3, 1992, an incentive bonus shall become effective based on the evaluation of the operation by the Airport Director and payable on a quarterly basis. Such evaluation shall use 2.5% (two and one-half percent) of the gross as a basis to determine the amount of bonus to be paid to the Operator. The Bonus Evaluation Form to be used is attached as Exhibit "C".

4.02 Operating Expenses. All operating budgeted expenses incurred by Operator in the operation of the Facilities, which are specifically approved by the Owner, plus start-up expenses, shall be reimbursed by Owner to Operator at the Operator's cost within ten (10) days from receipt by the Owner of a monthly "Expense Invoice(s)" from the Operator, certified by an officer of the Operator. Expense invoices for payroll and payroll related costs may be submitted every two weeks. Expense invoices for other than payroll and payroll related expenses must be accompanied and supported by copies of vendor invoices. If any item of expense is disputed or contested, a statement in writing setting forth the items being disputed and the specific reasons therefore shall be submitted to the Operator. Owner shall advance to Operator one-twelfth (1/12) of the operating budget to cover cost of the operation. Owner shall advance the above sum within thirty (30) days following the commencement of this Agreement.

The Owner shall not withhold reimbursement for non-disputed items of expense. Both parties shall in good faith diligently pursue clarification and resolution of any disputed items within thirty (30) days of receipt of written notice sent by Owner.

4.03 Capital Equipment Investment (Exhibit B). The Owner shall reimburse Operator yearly \$17,362.00; 1/12 (one-twelfth) of which will be reimbursed monthly as a part of operating expenses. Owner shall have the right to reimburse Operator the entire amount, shown on "Exhibit" B, on a lump sum basis, or within one (1) year of the commencement of this Agreement.

4.04 Other Facilities. The Owner shall have the right to require the Operator to manage any additional parking facilities not contemplated at the time of execution of this Agreement, in which event all costs of operation for such service, including transportation services, shall be made part of the budget, and all revenues therefrom shall be included in Gross Revenue.

ARTICLE V GENERAL PROVISIONS

5.01 Charges. Except as may otherwise be specifically authorized by the Owner in writing, Operator shall charge all users of the Facilities the fees or rates for such use established by the Owner. Owner shall have the right to amend or otherwise change the rate schedule at any time during the term of this Agreement.

5.02 Consultation. The Owner reserves the right to call upon the Operator for parking facility consulting services and advice with regard to the operation of the Facilities. In such event the travel expenses and costs incurred, subject to the limits of the existing Owner travel expense policy, shall be considered a reimbursable item of expense.

ARTICLE VI OBLIGATIONS OF OWNER

6.01 Maintenance Responsibility. Owner shall maintain all of the Facilities used by the Operator in good and adequate condition for their intended use to the extent required by law, including the roofs & exteriors of all buildings, such as exit booth(s) & offices, and connecting structures, fencing, concrete, asphalt and macadam paving, sidewalks and walkways, signs interior and exterior lighting, landscaping, and air conditioning.

6.02 Utilities. The Owner shall provide and pay for all Owner approved utilities.

ARTICLE VII
OBLIGATIONS OF OPERATOR

7.01 Maintenance and Repair. Operator shall, be responsible for the proper maintenance and repair of the Revenue Control System, and of the interiors of the exit booth. The Operator shall be responsible for keeping the Facilities, including the parking areas, the entrance and exit areas, and exit toll booth in a neat and clean condition at all times, except those areas specifically maintained and cleaned by the Owner. The Operator shall notify the Owner of any areas requiring immediate maintenance and/or repair upon discovery of such items. The cost of such repairs and maintenance shall be reimbursable to Operator.

7.02 Personnel.

A. The management, maintenance, and operation of the Facilities shall at all times be under the supervision and direction of a full-time, qualified, competent resident Facilities Manager who shall be subject to the direction and control of the Operator.

B. Operator agrees that its employees shall be of adequate number and competently trained so as to properly conduct the operation of Facilities; sufficient staff shall be provided to operate the toll booth in a first-class manner, to meet all reasonable demands of the public and to prevent customers from waiting in line for a period in excess of eight (8) minutes, unless otherwise specified by the Owner. The Operator shall make every reasonable effort to schedule employees so as to minimize or avoid the payment of overtime, recognizing, however, that the intent of this Agreement is to provide a high level of service to the user of the Facilities.

C. All employees shall be required to wear the appropriate uniform at all times when on duty. Operator agrees to ensure that the employees and uniforms are clean and neat, and that the employees present a professional appearance at all times. Operator shall cause all of its employees to conduct themselves at all times in a courteous manner toward the public and dispense with the services of any employee deemed by the Owner to be detrimental to the Airport.

D. Operator, its agents, employees, or suppliers shall not block any areas used for ingress and egress by Airport traffic unless required in an emergency, and further, shall not interfere with the activities of Owner, its agents or employees, or any Airport tenant

7.03 Cleanliness of Premises. The Facilities and all equipment and materials used by Operator shall at all times be clean, sanitary, and free from rubbish, and other refuse.

7.04 Operations.

A. The hours of operation shall be from 5:00 A.M. to midnight, seven (7) days per week, 365 days per year. Additional coverage will be as needed and approved by the Director of Airports. These hours are subject to change as airline schedules change to provide coverage of airline flights.

B. The Operator shall be responsible for the collection of all monies from the Metered Parking area, the collection of which will be made at a prearranged time to be agreed on by the Operator and the Owner. The monies from which will be included in the Gross Revenues as outlined above.

7.05 Airport Procedures. Operator agrees to observe and abide by all procedures, rules and regulations promulgated from time to time by the Federal Government, Owner or Airport staff concerning security matters, parking, ingress and egress, and any other operational matters related to the operation of the Key West International Airport.

ARTICLE VIII

INDEMNITY/INSURANCE

8.01 Operator shall indemnify, defend, and hold harmless the Board of County Commissioners, and the Key West International Airport staff and their authorized agents and representatives, from any and all claims, suits, losses, or damages for injuries to persons or property of whatsoever kind of nature, arising directly or indirectly from the act of Republic's agents or employees.

8.02 Operator will provide and maintain in effect throughout the term of this Agreement current general liability insurance in the amount of \$1,000,000 combined single limit, personal injury, and \$100,000 property damage.

8.03 Operator also will provide and maintain in effect throughout the term of this Agreement, current statutory requirements of workers' compensation.

8.04 Operator shall provide the Owner with a current certificate of insurance that reflects the above insurance requirements and name Monroe County, Florida as an "additional insured" on all policies, excepting workers' compensation.

ARTICLE IX RELATIONSHIP OF THE PARTIES

9.01 Operator is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Owner shall in no way be responsible therefore. Neither the Operator nor any of the officers, agents, or employees of the Operator shall be deemed to be employees of the Owner for any purposes whatsoever.

ARTICLE X TERMINATION OF AGREEMENT, CANCELLATION ASSIGNMENT & TRANSFER

10.01 Termination. This Agreement shall automatically terminate and expire at the end of the term, as set forth in Article I hereof. Upon the termination of this Agreement, through passage of time or otherwise, the Operator shall aid the Owner in all ways possible in continuing the business of operating the Airport public parking facilities uninterruptedly.

10.02 Owner's Right of Cancellation. Owner may cancel this Agreement by giving Operator thirty (30) days advance written notice, to be served as hereinafter provided, upon the happening of any one of the following events:

- (1) The filing by Operator of a voluntary petition for bankruptcy.
- (2) The institution of proceedings in bankruptcy against Operator and adjudication of Operator as a bankrupt pursuant to said proceeding.
- (3) The taking by a Court of jurisdiction of Operator and its assets pursuant to proceedings brought under the provision of any federal re-organizational acts and said proceeding is not dismissed, discontinued or vacated within thirty (30) days.

- (4) The appointment of a receiver of Operator's assets and the receivership shall not be set aside within thirty (30) days after such appointment.
- (5) The divestiture of Operator's estate herein by operation of law.
- (6) The abandonment by Operator of the Facilities, or of its business operations thereon.
- (7) The conduct of any business or performance of any acts not specifically authorized herein and said business or acts do not cease within thirty (30) days of receipt of written notice by Owner to cease said business or acts.
- (8) The default in the performance of any of the covenants and conditions required herein to be kept and performed by Operator and said default is not cured within thirty (30) days of receipt of written notice by Owner to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Operator of written demand from Owner to do so, Operator fails to commence the remedying of such default within said thirty (30) days following such written notice.

10.03 Assignment, Transfer, and Subcontracting. Operator shall not, in any manner, assign, transfer, mortgage, pledge, encumber or otherwise convey an interest in this Agreement, nor contract the services permitted herein or any part thereof, without the prior written consent of Owner. Such consent can be withheld for any reason or for no reason at all. Any such attempted assignment, transfer, or subcontract without Owner approval shall be null and void. In the event Owner consents in writing as aforesaid, Operator shall have the right to the extent permitted by Owner's consent to subcontract or assign all or any portion of the permitted services, provided that any such subcontract or assignment shall be limited to only the same purposes as are permitted under this Agreement. Any such subcontract or assignment shall be subject to the same conditions, obligations and terms as set forth herein and Operator shall be fully responsible for the observance by its subcontractors of the terms and covenants contained in this Agreement.

Notwithstanding anything herein to the contrary, in the event of an approved subcontract, Operator shall remain primarily liable to Owner for fulfilling all obligations, terms and conditions of this Agreement, throughout its entire term.

ARTICLE XI

ALTERATIONS OR ADDITIONS AND SIGNS

11.01 Alterations or Additions. Operator shall make no alterations or additions to the Facilities constructed thereon, without the prior written consent of the Owner.

11.02 Signs. No signs, posters, or similar devices shall be erected, displayed, or maintained by Operator in the view of the general public in, on, or about the Facilities or elsewhere on the Airport without the written approval of Owner, which consent shall not be unreasonably withheld. Any such signs not approved shall be immediately removed at the sole cost and expense of Operator, upon written notification thereof by Owner.

ARTICLE XII

LAWS, REGULATIONS, PERMITS AND TAXES

12.01 General. Operator expressly covenants, warrants, guarantees and agrees that throughout the term of this Agreement, Operator shall at all times be and shall remain in full and complete compliance with all applicable statutes, regulations, rules, rulings, orders, ordinances, or directives of any kind or nature without limitation, as same may be amended, of any and all Federal, State, Municipal or local governmental bodies now or hereafter having jurisdiction over Operator, Operator's operations conducted under this Agreement on the Facilities, and over those persons and entities performing any work or services on behalf of Operator or at Operator's actual or constructive request. Operator further covenants, warrants, guarantees, and agrees that it shall comply with all ordinances of Owner, including but not limited to the "Rules and Regulations", all operational orders issued thereunder, and any and all other laws, ordinances, regulations, rules, and orders of any governmental entity which may be applicable to Operator or in any way to Operator's business operations under this Agreement, as said laws, ordinances, regulations, rules, and orders now exist, or are hereinafter amended, promulgated, or otherwise imposed on Operator by laws.

12.02 Permits and Licenses General. Operator expressly covenants, warrants, and agrees that it shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, maintaining current, and fully complying with, any and all permits, licenses and other governmental authorizations, however designated, as may be required at any time throughout the entire term of this Agreement or any extension thereof by any Federal, State, or local governmental entity or any court of law having jurisdiction over Operator or Operator's operations and activities; however, such costs and expense shall be reimbursed in accordance with Paragraph 4.02 "Operating Expenses".

ARTICLE XIII

GOVERNMENTAL RESTRICTIONS

13.01 Right of Flight. Owner reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property previously described together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.

13.03 Operation of Airport. Operator expressly agrees for itself, its sub-lessee, successors and assigns, to prevent any use of the Airport Facilities which would interfere with or adversely affect the operation, maintenance, or development of the Airport.

ARTICLE XIV

NON DISCRIMINATION

14.01 Non-discrimination. Operator for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (a) that no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in or denied the use of said Facilities, (b) that in the construction of any improvements on, over, or under such Facilities and the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (c) that Operator shall use the Facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A,

Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of the breach of any of the foregoing non-discrimination covenants, Owner shall have the right to terminate this Agreement. This cancellation provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights.

14.02 Disadvantaged Business Enterprise/Affirmative Action.

Operator acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprises (DBE), and 14 CFR Part 152, Affirmative Action Employment Programs are applicable to the activities of Operator under the terms of this Agreement, unless exempted by said regulations, and hereby, agrees to comply with all requirements of Owner, the Federal Aviation Administration and the U. S. Department of Transportation, in reference thereto.

ARTICLE XV

NOTICE

15.01 Any notice given under the provisions of this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail, postage prepaid to:

Owner: Mr. Art Skelly
Director of Airports
Key West International Airport
3491 South Roosevelt Boulevard
Key West, Florida 33040

Operator: Mr. Ron R. McDonald
President
Republic Parking System
1600 Republic Centre
Chattanooga, Tennessee 37450

or such other respective addresses as the parties may designate to each other in writing from time to time. Notice by certified or registered mail shall be deemed given on the date that such notice is deposited in a United States Post Office.

ARTICLE XVI
PARAGRAPH HEADINGS

16.01 The headings of the various article and sections of this Agreement, and its Table of Contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context, or intent of this Agreement or any part or parts of this Agreement.

ARTICLE XVII
ENTIRETY OF AGREEMENT

17.01 The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understanding, other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

IT WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MONROE COUNTY BOARD OF COUNTY
COMMISSIONERS (ON BEHALF OF KEY
WEST INTERNATIONAL AIRPORT)

DANNY L. KOLHAGE, Clerk BY: William Harvey
OWNER

Rosalia L. Connolly, D.C.
WITNESS

REPUBLIC PARKING SYSTEM

BY: R. L. [Signature]
PRESIDENT

WITNESS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

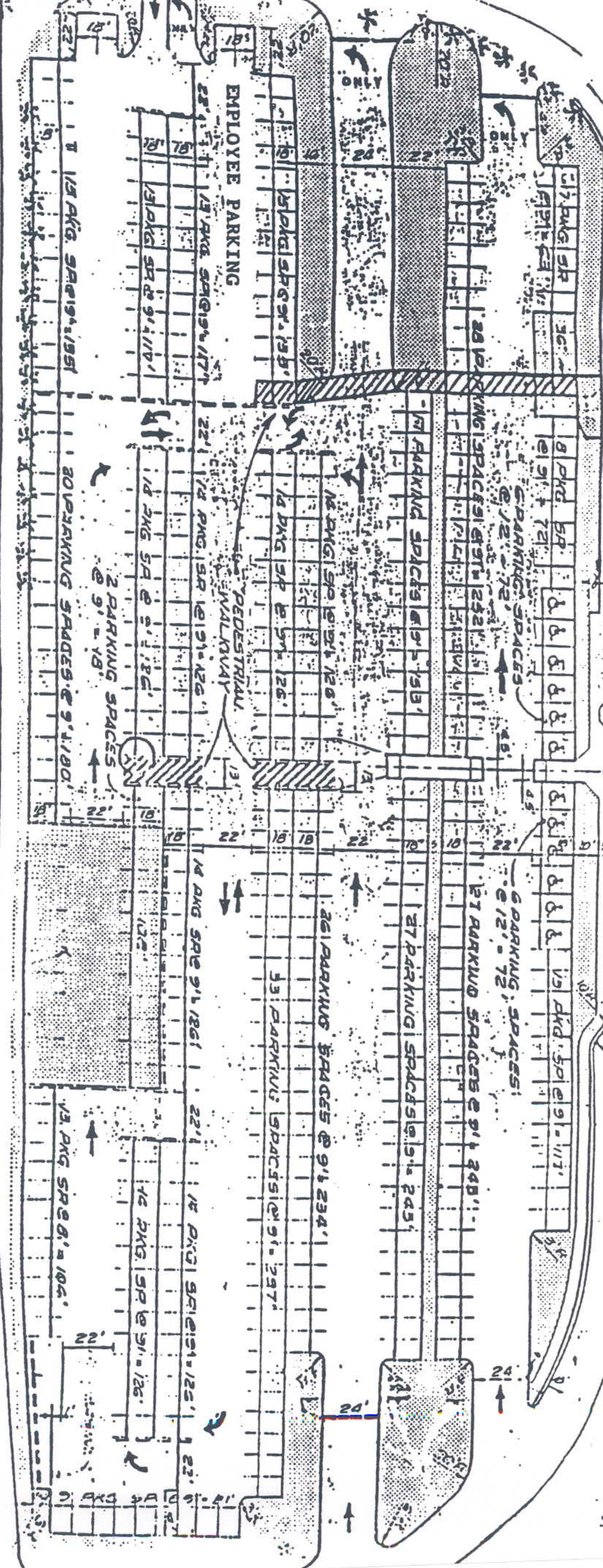


EXHIBIT "B"

EQUIPMENT INVESTMENT LIST

<u>Quantity</u>	<u>Item Description</u>	<u>Total</u>
2	33-0751 TD-249 Ticket Spitter	5,816.00
3	23-7688 G-90 Gate with Omega	5,484.00
1	Voltage Surge	300.00
1	IBM-4684 Fee Computer	8,500.00
1	Non-resettable Gate Counter	125.00
1	5' x 9' Booth with Air	9,500.00
1	Exit Pad (7 x 20 @ 8.00)	960.00
1	Entrance Pad (4 x 20 @ 8.00)	640.00
5	Control Loops	1,250.00
17	Meter Post	680.00
15	Parking Meters - Duplex "76"	6,750.00
2	Parking Meters - Single "76"	450.00
	Equipment Installation	<u>1,500.00</u>
	Total Equipment Cost & Installation	\$ 41,955.00
	Freight	1,200.00
	Sales Tax	<u>2,300.00</u>
	Grand Total	\$ <u>45,455.00</u>

EXHIBIT "D"

PRO FORMA FIRST YEAR OPERATING BUDGET PROJECTION

1.	MANAGEMENT FEE:		
	\$ 950.00 per month		\$ 11,400
	INCENTIVE FEE:		
	2.5 % of estimated \$ 150,000		
	gross parking revenues		<u>3,750</u>
	Total Operator Fees		\$ 15,150
2.	OPERATING BUDGET		
	<u>Labor</u>		
	Salaries & Wages	\$ 38,668	
	Overtime & Training	773	
	Payroll Taxes (11.15%)	4,398	
	Insurance W/C	3,478	
	Recruiting Expense	<u>150</u>	\$ 47,467
	<u>General Expenses</u>		
	Telephone	\$ 900	
	Postage	750	
	Data Processing	2,400	
	Equipment Maintenance	1,500	
	Uniforms	750	
	Travel	1,500	
	Tickets/Supplies	2,000	
	Insurance - Liability	971	
	Insurance - GKLL	219	
	Depreciation	<u>17,362</u>	\$ <u>28,352</u>
	TOTAL OPERATING BUDGET		\$ <u>75,819</u>
3.	START-UP EXPENSES		\$ <u>2,750</u>
	TOTAL ESTIMATED FIRST YEAR'S EXPENSE		\$ <u>78,569</u>

EXHIBIT "C"

BONUS EVALUATION

Score each category from 0 - 10 (10 being highest score). Add all scores to achieve total percentage attained. Multiply percentage attained by total amount of bonus available to determine actual bonus earned.

		<u>SCORE</u>
1.	CUSTOMER SERVICE:	_____
	a. Responsiveness to customer comments/complaints.	
	b. Customer assistance.	
	c. Customer waiting in line time reasonable.	
2.	EMPLOYEES:	_____
	a. Employees neat and in uniform.	
	b. Employees capable and properly trained.	
3.	OVERALL APPEARANCE OF FACILITY:	_____
	a. Facility clean.	
	b. Timely notification to Airport of needed repairs.	
4.	ACCOUNTING:	_____
	a. Bank deposits on time.	
	b. Reports accurate and on time.	
5.	TICKET CONTROL:	_____
	a. Unaccounted tickets at reasonable levels.	
	b. Unusual variance fully explained.	
6.	BUDGET:	_____
	a. Submitted on time.	
	b. Variance expenditures vs. budget acceptable.	
7.	LOCAL MANAGEMENT:	_____
	a. Staffing at proper levels.	
	b. Overtime reasonable.	
8.	HOME OFFICE SUPPORT:	_____
	a. Recommendations concerning rates, changes in service, improvements.	
9.	RESPONSIVENESS TO AIRPORTS REQUESTS AND SPECIAL EVENTS:	_____
10.	OVERALL PERCEPTION OF PARKING OPERATION:	_____

TOTAL POINTS EARNED _____

POINTS EARNED _____ / 100 = _____ % * _____ % * GROSS REVENUE = BONUS